



Below are our standard terms & conditions for the supply of goods and services, which are in line with industry standards. These terms and conditions apply to and form part of our contract with you.

1 DEFINITIONS

“Acceptance” means Clone Media’s written acceptance of the Order as set out in clause 2.

“Adequacy Decision”: a decision of the European Commission or the UK made pursuant to the Data Protection Legislation that the laws of a country ensure an adequate level of protection or any other decision or position adopted to govern the international transfer of Personal Data as published and agreed by the respective territories; governments, supervisory authorities’ or other relevant decision making bodies (in particular between the European Commission and the UK).

“Agreement Personal Data”: means any and all personal data (including but not limited to the personal data being processed under these Conditions) which is processed by either party as a result of or in connection with the Contract and these Conditions.

“Claims” means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

“Clone Media” means Clone Media Technology Ltd a company incorporated in England and Wales under company number 06279674 and whose registered office is at Unit 5 Chineham Point, Crockford Lane, Basingstoke, Hants, RG24 8NA.

“Conditions” means these terms and conditions as amended from time to time in accordance with clause 1.

“Contract” means the contract between Clone Media and the Customer for the supply of Goods and/or Printing Services, which comprises the Order and these Conditions.

“Customer” means the party that has placed the order for the Goods and/or Printing Services to be produced.

“Data Protection Legislation”: the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as “GDPR”), and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

“Delivery” means whichever is the first to occur of (i) the Printed Material and/or Goods leaving the premises of Clone Media or subcontracted supplier or (ii) Clone Media giving notice to the Customer that the Printed Material and/or Goods are ready for collection.

“Electronic Files” means Materials that are provided by the Customer to Clone Media by all electronic means.

“Goods” means the work to be produced by Clone Media pursuant to the Contract.

“Intellectual Property Rights” means all patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“International Transfer” has the meaning given to it in clause 4i) of these Conditions.

“Losses” means all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

“Materials” means any paper, film, plate, printed sheets, signatures or other materials supplied or specified by the Customer or the resulting product of any direct input provided by or on behalf of the Customer.

“Order” means the Customer’s written acceptance of Clone Media’s quotation for the supply of Goods and/or Printing Services,

“Personal Data Breach” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data.

“Printed Material” means the product of the Printing Services.

“Printing Services” means the provision of printing and print finishing services by Clone Media to the Customer in accordance with the Contract.

“Proof” means a prototype, in either electronic format or hard copy, of any artwork that Clone Media sends to the Customer for final approval before such prototype is developed into the Printed Material.

“Supported Format” means the relevant software programme, version and format as specified by Clone Media.

“UK GDPR”: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“Controller”, “Processor”, “Information Commissioner”, “Data Subject”, “Personal Data”, “Processing” and “appropriate technical and organisational measures” shall have the meanings given to them in the Data Protection Legislation.

2 ACCEPTANCE OF ORDER

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Printing Services or Goods and Printing Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Clone Media issues written Acceptance of the Order at which point, and on which date the Contract shall come into existence (“Commencement Date”).
- 2.3 The Customer warrants that it is acting within the purposes of the Customer’s trade, business or profession and not as a consumer when it purchases Goods and/or Printing Services from Clone Media.
- 2.4 All estimates given by Clone Media are invitations to treat and are checked prior to their submission to the Customer. Errors or omissions may occasionally occur and in the event of a mistake (for example interpretation, calculation, or typing) coming to light on receipt of an order, Clone Media shall submit an amended estimate for the Customer’s consideration.
- 2.5 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3 CONDITION

- 3.1 These conditions apply to all sales of Goods and/or Printing Services by Clone Media and override any differing conditions which may appear on the Customer’s order form or other document issued by the Customer and may be varied only with Clone Media’s consent in writing.

4 SUB-CONTRACTING AND ASSIGNMENT

- 4.1 Clone Media may sub-contract any or all of its rights and obligations hereunder to any third party printer.
- 4.2 Clone Media may without the consent of the Customer assign the benefit and burden of its rights and obligations hereunder to any third party. No notice of any such assignments need be given to the Customer
- 4.3 The Customer shall not be entitled to assign any or all of its rights and obligations under the Contract or any part of it without the prior written consent of Clone Media.

5 AGENCY

5.1 The Customer contracts as principal unless the Customer discloses in writing both that it is acting as agent and the identity of the principal before despatch by Clone Media of the Acceptance. The Customer shall remain liable under the Contract unless Clone Media shall agree otherwise in writing. Where such written agreement is obtained, it shall be presumed that the Customer is fully authorised to act on behalf of its principal and that the principal shall be contractually liable under the terms of the Contract. The Customer will forward any invoices to the principal within seven days of receipt.

6 RAW MATERIAL FLUCTUATIONS

6.1 Prices offered are subject to fluctuations in the availability, quality and cost of raw materials. Prices charged will be those ruling at the date of manufacture, and will reflect any such fluctuation.

7 CHARGES AND PAYMENT

7.1 All prices and charges are based on Clone Media's current costs of production, including materials and overheads, and are (except where expressly agreed otherwise) subject to increase or decrease by Clone Media from time to time to take into account any rise or fall in such costs and overheads.

7.2 All prices shall be exclusive of all costs and charges in relation to packaging, delivery (including any import or export duties) and insurance, all of which amounts the Customer shall pay in addition unless expressly agreed otherwise in writing in any estimate provided by Clone Media.

7.3 All charges authorised by any Contract and not specifically stated shall be at Clone Media's standard rates from time to time.

7.4 The Customer shall pay for any extras that it requests in writing, whether during production or otherwise.

7.5 Payment shall be made by the Customer in full without deduction by way of set-off, counterclaim, discount or otherwise within 7 days of the date of Clone Media's invoice or other terms stated on the Acceptance of Order.

7.6 Time for payment shall be of the essence.

7.7 No payment shall be deemed to have been received until Clone Media has received cleared funds.

7.8 All payments payable to Clone Media under the Contract shall become due immediately on its termination despite any other provisions.

7.9 Upon any suspension of work at the request of the Customer, or delay through any default of the Customer, Clone Media shall be entitled to payment in respect of all work then carried out (whether or not delivered) and all materials ordered.

7.10 If the Customer does not make a payment by any due date or the date stated in an invoice or as otherwise provided in a Contract, Clone Media shall be entitled to require the Customer to pay in advance for any Goods and/or Printing Services (or any part of them) which have not yet been performed.

8 OVERTIME

8.1 If as a result of any default by the Customer or of any delay in the supply to Clone Media of any copy or materials or of the supply to Clone Media of faulty or substandard copy or materials or faulty direct input it shall in the opinion of Clone Media become necessary in order to meet delivery dates to employ some or all of Clone Media's or its subcontractors' employees at overtime rates or incur other additional costs, or if expedited delivery shall be agreed with the like results, thereupon Clone Media shall be entitled to charge all overtime and other additional costs so incurred.

9 TAX

9.1 All quotations and invoices shall be net of tax (unless otherwise expressly set out) and Clone Media shall be entitled to add to any quotation and invoice the amount of any purchase, sales, value added or other applicable tax payable.

10 PRELIMINARY WORK

10.1 All preliminary work executed at the Customer's request (whether or not experimental) will be charged to the Customer.

11 PROOFS

11.1 Where Clone Media supplies Proofs to the Customer the Customer shall be responsible for checking whether the Proofs are in accordance with the specification set out in the estimate or as agreed by the Parties for the provision of the Printing Services or as otherwise agreed by Clone Media and the Customer. The Customer shall approve the Proofs and after approval, any remaining errors, whether in:

- a) the content or materials provided by the Customer;
- b) the design or layout created, made or carried out by Clone Media;
- c) the application of the specification for the provision of the Printing Services (relating to such matters for example as the colours to be used, size, position, folding etc.); shall be the responsibility of the Customer and not Clone Media.

11.2 Clone Media shall be entitled to use the approved Proof as the basis for carrying out the remainder of the Printing Services.

11.3 The Customer shall approve Proofs within 24 hours, unless a longer period is provided in the Acceptance of Order.

11.4 The Customer acknowledges and accepts that:

- a) the colours used in a Proof will not necessarily match those in the Printed Material; and
- b) such differences are caused by the use of different equipment, inks, paper and other technical factors in the proofing process compared to those used in producing the Printed Material.

12 PRIZE DRAWS AND COMPETITIONS

12.1 Clone Media shall take reasonable care to prevent duplication of random numbers and serial numbers, but does not undertake to ensure that the numbers are correctly allocated, as the technology for printing number allocation is not always reliable.

12.2 Clone Media shall have no liability for any duplication, or for any other technical error outside its reasonable control, and the Customer shall take out its own insurance and provide within the competition rules for resolution in case of error.

13 MATERIALS PROVIDED ELECTRONICALLY

13.1 If the Customer provides Electronic Files to Clone Media, Clone Media shall not be responsible for checking:

- a) (where the materials consist of copy) the accuracy of the content, including but not limited to checking whether the copy is spelt correctly, is grammatically correct, or formatted in accordance with any specification, layout or design or in accordance with any estimate or order;
- b) (where the materials consist of artwork or layouts) whether the artwork or layouts are positioned correctly on a page or in accordance with any instructions as to how the artwork or layout are to be reproduced or printed; or
- c) (where materials are supplied as a file ready for reproduction (and then for the production of Printed Materials)) any of the contents, layout or commands, markings, formatting or other matters.

13.2 For Materials submitted as Electronic Files:

- a) the Customer acknowledges and agrees that the devices on which Electronic Files are

stored (or on which they are submitted by the Customer) and/or the communication methods used by the Customer to transmit the Electronic Files to Clone Media, may be subject to corruption or alteration which is not within the reasonable control or reasonable knowledge of Clone Media;

- b) the Customer shall keep one or more copies as backup;
- c) the Customer shall make available copies of the Electronic Files at dates and times that Clone Media reasonably requires; and
- d) the Customer shall submit Electronic Files in the Supported Format.

13.3 Where the Customer wishes to provide copy, artwork, layouts or files ready for reproduction without further intervention by Clone Media other than preparation to produce the Printed Material, Clone Media shall be entitled to assume that the materials are in the Supported Format.

14 DELIVERY

14.1 The risk in the Printed Material and/or Goods shall pass to the Customer (i) upon Delivery, or (ii) where the Customer is unable to accept Delivery as contemplated by clause 14.2, upon the commencement of whichever is the first to occur of storage or transportation.

14.2 If the Customer is unable to collect the Printed Material and/or Goods, Clone Media shall be entitled to arrange storage, and/or transport of the Printed Material and/or Goods on the customer's behalf and at the Customer's expense. All charges for such storage, transport and any insurance shall be payable by the Customer forthwith upon demand.

14.3 The Customer shall inspect and check the Printed Material and/or Goods immediately on Delivery and shall give notice in writing to Clone Media within 3 working days of Delivery as to any alleged defect together with details of the alleged defects. The Customer shall permit all such alleged defective Printed Material and/or Goods to be inspected by Clone Media. Failing such notice, the Printed Material and/or Goods shall be deemed to be in accordance with the contract and the Customer shall be deemed to have accepted the Printed Material and/or Goods and to be liable to pay therefore.

14.4 The time for Delivery shall be the time agreed in writing between Clone Media and the Customer or (if none) a reasonable time after the date of the despatch of the Acceptance provided that the Customer shall not be entitled to reject by reason of late Delivery any Printed Material and/or Goods delivered after the time for Delivery unless he has given to Clone Media twenty one days' written notice of his intention to do so and the Printed Material and/or Goods are not delivered within such time.

14.5 Clone Media shall use reasonable endeavours to complete the Printing Services and/or deliver the Goods by the date specified in the Acceptance. Time shall not be of the essence for: (i) any dates or times when Printing Services and/or Goods are due to be performed; or (ii) the length of time that any part of the Printing Services and/or Goods will take to perform as stated in a Contract, any estimate, any order, or as agreed by the Parties; or (iii) any date or time any of the Printing Services and/or Goods will be completed by as stated in a Contract, any estimate, any order, or as agreed by the Parties. Clone Media will inform the Customer of any significant delays to the delivery of the Printing Services and/or Goods, within reasonably practicable period.

14.6 Clone Media may charge or give credit pro rata for work delivered in excess of or less than the quantity ordered up to a maximum of ten percent over or under and such work shall constitute due performance of the obligation by Clone Media. Unless the Customer rejects any excess over ten percent within three days of delivery, the same shall be treated as delivered under an independent contract on the same terms and conditions set out herein and the Customer shall pay for the same pro rata.

14.7 Each instalment of part delivery delivered or to be delivered shall be deemed to be an independent contract subject to the terms set out herein.

15 PROPERTY

15.1 Ownership of the Printed Material and/or any Goods shall not pass to the Customer until Clone Media has received in full (in cash or cleared funds) all sums due to it in respect of: a) the Printed Material and/or any Goods; and b) all other sums which are or which become due to Clone Media from the Customer on any account.

- 15.2 Until ownership of the Printed Material and/or any Goods has passed to the Customer, the Customer shall: a) hold the Printed Material and/or any Goods on a fiduciary basis as Clone Media's bailee; b) store the Printed material and/or any Goods (at no cost to Clone Media) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Clone Media's property; c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Printed Material and/or any Goods; and d) maintain the Printed Material and/or any Goods in satisfactory condition and keep them insured on Clone Media's behalf for their full price against all risks to the reasonable satisfaction of Clone Media. On request the Customer shall produce the policy of insurance to Clone Media.
- 15.3 The Customer may resell the Printed Material and/or any Goods before ownership has passed to it solely on the following conditions: a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and b) any such sale shall be a sale of Clone Media's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 15.4 The Customer's right to possession of the Printed Material and/or any Goods shall terminate immediately if any of the events referred to in clause 28.1 occurs in relation to the Customer.
- 15.5 Clone Media shall be entitled to recover payment for the Printed Material and/or any Goods notwithstanding that ownership of any of the Printed Material and/or any Goods has not passed from Clone Media.
- 15.6 The Customer grants Clone Media, its agents and employees an irrevocable licence at any time to enter any premises where the Printed Material and/or any Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 16 **LIMITATION OF LIABILITY**
- 16.1 The restrictions on liability in this clause 16 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 16.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) Death or personal injury caused by negligence;
 - b) Fraud or fraudulent misrepresentation;
 - c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and
 - d) Defective products under the Consumer Protection Act 1987.
- 16.3 Subject to clause 16.2, Clone Media's total liability to the Customer shall be limited to a sum equal to Clone Media's charges for the Contract.
- 16.4 Clone Media shall not be liable to the Customer in respect of any:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of revenue;
 - (v) loss of or damage to goodwill;
 - (vi) loss of production and anticipated savings;
 - (vii) loss of use or corruption of software, data or information; and
 - (viii) indirect or consequential loss.
- 16.5 Clone Media shall not be liable howsoever in respect of any failure, delay or defect in the work or default

caused by the supply or specification of unsuitable faulty or sub-standard material by the Customer.

16.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

16.7 This clause 16 shall survive termination of the Contract.

17 EXCLUSIONS

17.1 Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded.

18 CUSTOMER PROPERTY

18.1 If Clone Media shall hold or work on property of the Customer or any third party it shall have no liability for any damage to or loss of such property, whether caused by negligence or otherwise, and the Customer shall indemnify Clone Media in respect thereof. If Clone Media shall hold any such property for more than one year it may give notice to the Customer requiring removal thereof and made dispose of the same if not removed within 30 days of such notice.

19 MATERIALS SUPPLIED

19.1 Clone Media may reject any Materials if, in Clone Media's reasonable opinion it is unsuitable, substandard or of defective quality. Any additional cost incurred thereby, or if the Materials are found to be unsuitable at any stage during or after production, shall be charged by Clone Media. Such supply or specification must be within a reasonable time prior to production and of an adequate quantity to allow for normal spoilage.

19.2 The Customer shall indemnify Clone Media against any liability which it may incur as the direct or indirect result of the Customer supplying or specifying Materials (for use in the production of the Goods) which are defective, substandard, or unsuitable, and the Customer agrees that Clone Media shall not be responsible to the Customer in respect of any defective work arising therefrom.

20 STANDING MATTER

20.1 Metal, film, glass, and other material used by Clone Media in production shall remain its exclusive property. Type may be taken down and lithographic, photogravure and other work destroyed and electronically stored origination material may cease to be stored immediately on completion of the work unless instructions to the contrary in writing are given by the Customer and accepted by Clone Media in which case rent or other appropriate storage fee shall be charged by Clone Media.

21 ILLEGAL MATERIAL

21.1 If in the reasonable opinion of Clone Media, Clone Media considers that any Materials provided to Clone Media by or on behalf of the Client: a) are defamatory; b) contain, express or indicate illegal racist or otherwise discriminatory opinions; c) contain any designs, images, graphics or photographs which are illegally racist or otherwise discriminatory; d) are illegal or contain illegal content; e) infringe or breach the intellectual property rights of a third party; or f) are used outside the provisions of any licence that the Customer may have to use those Materials, then Clone Media shall not be required to supply any Printing Services in relation to such Materials or any Printed Material based on them.

21.2 The right not to provide any Printing Services shall also apply where carrying them out would involve the creation, design, layout, production or reproduction of copy, designs, artwork or images (in any format) which fall into one of the categories set out in clauses 21.1 (a) to (f). Clone Media may refuse to print any work if in its opinion it contains matter likely to result in civil or criminal proceedings. Any work seized or ordered to be destroyed or made the subject of any injunction shall thereupon be deemed to have been delivered to the customer, and Clone Media shall be paid for the same and for all work carried out on or before the date of such seizure order or injunction as if so delivered.

22 INTELLECTUAL PROPERTY RIGHTS

22.1 All Intellectual Property Rights in or arising out of or in connection with the Printing Services (other than

Intellectual Property Rights in any materials provided by the Customer) shall be owned by Clone Media.

- 22.2 Clone Media grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Printed Materials (excluding materials provided by the Customer) for the purpose of receiving and using the Printing Services and the Printed Materials.
- 22.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 22.2.
- 22.4 The Customer grants Clone Media a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Clone Media for the term of the Contract for the purpose of providing the Printing Services to the Customer.

23 DATA PROTECTION

- 23.1 Both parties will comply at all times with all applicable requirements of Data Protection Legislation when processing Agreement Personal Data and shall not by any act or omission put the other party in breach of the Data Protection Legislation.
- 23.2 This clause 23.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation. Depending on the roles of each party in relation to the processing of Agreement Personal Data (as set out in more detail in clause 23.3 below), the parties agree in each case to comply with the terms of these Conditions.
- 23.3 The parties acknowledge and agree that the allocation of the role of Controller, joint Controller or Processor is a question of fact rather than being determined by contractual agreement. The parties agree and acknowledge that Clone Media and the Customer will both be Controllers when processing Agreement Personal Data, except where Clone Media provides services to the Customer in relation to fulfilling direct mail projects for the Customer or in relation to Clone Media's 'SwagPack' brand, where Customer will be a Controller and Clone Media will be a Processor, processing Agreement Personal Data on the instructions of the Customer.
- 23.4 Notwithstanding its obligations under clause 23.1, where Clone Media (as a Processor) processes Agreement Personal Data on behalf of the Customer (as a Controller), Clone Media in each case shall at all times in relation to Agreement Personal Data:
- a) comply with its obligations under the Data Protection Legislation regarding the Agreement Personal Data;
 - b) only process any Agreement Personal Data in accordance with the Customer's written instructions from time to time and as set out in the particulars of data processing set out in Schedule 1 of these Conditions;
 - c) notify the Customer as soon as is reasonably practicable if Clone Media reasonably believes an instruction from the Customer breaches (or could cause either party to breach) the Data Protection Legislation;
 - d) process Personal Data other than in accordance with clause 23.4b) only if required to do so by applicable law, in which case Clone Media shall inform the Customer of the relevant legal requirement before processing (unless making such disclosure to the Customer would breach applicable law);
 - e) ensure that access to the Agreement Personal Data is strictly limited to persons (including any employee or sub-processor) who need access to it as necessary to perform Clone Media's obligations under these Conditions and that all such persons are subject to contractual or statutory obligations of confidentiality and given appropriate training in the care and handling of Personal Data;
 - f) keep complete and accurate records of processing activity carried out by Clone Media in accordance with these Conditions as required by the Data Protection Legislation;
 - g) ensure that Agreement Personal Data is kept secure and shall implement and at all times maintain appropriate technical and organisational measures to protect the Agreement Personal Data (ensuring in each case a level of security appropriate to the risk) to prevent, and take prompt and proper remedial action against, unauthorised or unlawful processing (including access, copying,

modification, storage, reproduction, display, disclosure or distribution) accidental loss of or damage to the Agreement Personal Data;

- h) provide to the Customer on reasonable written request a written description of the technical and organisational measures in place to protect the Agreement Personal Data as required under clause 23.4g) above;
- i) provide the Customer with at least 14 calendar days' written notice of any transfer of Agreement Personal Data:
 - a. from within the UK to a territory that is outside the UK and the EEA that is not otherwise subject to an Adequacy Decision; and
 - b. from within the EEA to a territory that is outside of the EEA that is not otherwise subject to an Adequacy Decision,

such a transfer being in each case an "International Transfer". Clone Media shall provide the Customer with notification of the intended International Transfer and, unless the Customer notifies Clone Media in writing of the Customer's objection to the intended International Transfer within 14 calendar days of receiving such notice (such objection to be based on reasonable data protection grounds), the Customer shall be deemed to have authorised the International Transfer. Subject to Clone Media's compliance with clauses 23.4j) and 23.4k) below, the Customer hereby authorises those International Transfers in place at the Commencement Date, a summary of which shall be made available by Clone Media to the Customer on reasonable written request;

- j) where the Customer gives its authorisation to an International Transfer under clause 23.4i), subject to clause 23.4k), Clone Media shall ensure that there are appropriate safeguards in place to protect the Agreement Personal Data in accordance with Data Protection Legislation (which may include entering into European Commission or UK Government (as applicable) approved Standard Contractual Clauses or such other safeguards agreed by the European Commission and the UK Government). Each party agrees to use all reasonable endeavours to procure that it shall, and where applicable any necessary third party (including any sub-processor) shall, promptly execute and deliver such documents and perform such acts as may be required to ensure that any International Transfer (as defined below) is compliant with Data Protection Legislation, including but not limited to where European Commission or UK Government (as applicable) approved Standard Contractual Clauses are deemed invalid, replaced or updated by the European Commission and/or UK Government;
- k) where an International Transfer takes place and the data recipient is based in an operating territory of the Customer providing local services in that territory and is therefore not subject to the Data Protection Legislation, Clone Media's obligations in relation to that International Transfer is limited to including in its contract with that data recipient such provisions as are reasonably requested by the Customer to enable the Customer comply with its obligations under applicable data protection law in relation to the International Transfer;
- l) promptly notify the Customer in writing of any notices received by Clone Media (or any sub-processor) relating to the processing of any Agreement Personal Data, including requests from individual Data Subjects in relation to the exercise of their rights (including subject access requests), complaints and/or correspondence from any regulatory body including any competent data protection supervisory authority and provide such reasonable information and assistance as the Customer may reasonably require in relation to any such notice;
- m) provide reasonable assistance to the Customer in meeting the Customer's obligations regarding the exercise of Data Subjects' rights in accordance with the Data Protection Legislation (including assisting the Customer to meet any applicable statutory deadlines in relation to the exercise of such rights);
- n) provide reasonable assistance to the Customer in meeting its obligations under the Data Protection Legislation with respect to data security, breach notification (including notifications to competent supervisory authorities and/or Data Subjects), data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
- o) in the event of a breach of the security of Agreement Personal Data (including any Personal Data

Breach), Clone Media shall (without prejudice to clause 23.4n) above);

- a. immediately (or as soon as practicable thereafter and in any event within 48 hours of discovery of the relevant incident) provide the Customer with accurate and complete details in writing of the breach;
 - b. promptly initiate a full investigation and take appropriate steps to remedy the breach or prevent the potential breach or remove the threat;
 - c. promptly implement measures to ensure there is no repetition of the incident in the future;
 - d. promptly implement measures and take steps to mitigate risks of harm or distress to individual Data Subjects;
 - e. promptly (and in any event within three (3) calendar days of becoming aware of the breach) provide the Customer with details in writing of the steps and measures taken to investigate the breach and mitigate associated risks to Data Subjects; and
 - f. comply with all reasonable requests made by the Customer in respect of the same;
- p) on termination or expiry of the Contract or these Conditions, at the Customer's option, return or securely delete all Agreement Personal Data and copies of it at any time, unless Clone Media is required by applicable law to continue to process that Agreement Personal Data, in which case Clone Media shall promptly notify the Customer, in writing, of what that applicable law is and all other requirements set out in this clause 23.4 shall continue to apply to such Agreement Personal Data for as long as such Agreement Personal Data is processed by Clone Media;
- q) not permit any processing of the Agreement Personal Data by any agent, sub-contractor, company or other third party ("sub-processor") without the prior authorisation of the Customer in each case. Clone Media shall provide the Customer with at least 14 calendar days' written notice of any new or replacement sub-processor and, unless the Customer notifies Clone Media in writing of the Customer's objection to the appointment of the sub-processor within 14 calendar days of receiving such notice (such objection to be based on reasonable data protection grounds), the Customer shall be deemed to have authorised the appointment of the sub-processor. When appointing a sub-processor in accordance with these Conditions, Clone Media shall ensure in each case that prior to the sub-processor processing any Agreement Personal Data the sub-processor shall enter a written contract with Clone Media which is on terms substantially similar to those set out in this clause 23.4. Subject to Clone Media's ongoing compliance with this clause 23.4q), the Customer hereby authorises the appointment of Company's existing sub-processors as at the Commencement Date, a summary of such sub-processors shall be made available by Clone Media to the Customer on reasonable written request. Notwithstanding the engagement of any sub-processors, Clone Media shall remain liable to the Customer for the acts and omissions of such third parties as if they were acts and omissions of Clone Media;
- r) at the reasonable request of the Customer, make available to the Customer all information necessary to demonstrate Clone Media's compliance with its obligations under this clause 23.4; and
- s) subject to the Customer providing at least 30 calendar day's advance written notice (unless in the event of a Personal Data Breach or a request from a competent supervisory authority, in which case the parties shall agree to a reasonable notice period) permit the Customer and the Customer's representatives to inspect and audit Clone Media's premises and data processing activities and comply with all reasonable requests to enable the Customer to verify and/or procure that Clone Media (and any sub-processor) is complying with the provisions of this clause 23.4. Such access shall be limited to two calendar days and shall be within Clone Media's standard hours of business.

24 CONFIDENTIALITY

- 24.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 24.2.
- 24.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that

its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 24; and

- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

25 INDEMNITY

25.1 The Customer shall indemnify and hold harmless Clone Media from and against all Claims and Losses arising from loss, damage, liability, injury to Clone Media, its employees and third parties, infringement of third party intellectual property, or third party losses or liability by reason of the provision of Printing Services or supply of Printed Materials which falls into one or more of the categories in clause 21.1 (a) to (f) or arising out of any information supplied to the Customer by Clone Media, its employees or printers, or supplied to Clone Media by the Customer within or without the scope of the Contract. Clone Media shall be entitled to legal costs on an indemnity basis. This clause 25.1 shall survive termination of the Contract.

26 SET-OFF

26.1 The Customer hereby covenants to indemnify and keep indemnified Clone Media from and against any claims, costs, damages and expenses whatsoever and any reduction in value of the assets or increase in the liabilities of any of them arising from or in consequence of or in connection with any failure by the Customer or any member of the customer's group to duly and punctually perform all their obligations pursuant to the Contract or any other contract, agreement, lease, right or arrangement whatsoever (a "Relevant Transaction").

26.2 Clone Media shall not be obliged to pay any sum to the Customer (or any member of the Customer's Group) pursuant to the Contract or any Relevant Transaction if and for so long as, the Customer (or any member of the Customer's Group) is in default of making payment to Clone Media under the Contract or under a Relevant Transaction.

26.3 Without prejudice to clause 26.2 above, Clone Media may set-off any amount owned by it to the Customer or any member of the Customer's Group against any liability owed to it by the Customer or any member of the Customer's Group (whether such liability be actual or contingent, liquidated or unliquidated, ascertained or unascertained).

26.4 If an obligation to make payment is unliquidated or unascertained Clone Media may in good faith set-off the amount it estimates (in good faith) will be the amount of such obligation once it becomes liquidated or ascertained. "Customer's Group" shall include all subsidiaries (as defined in the Companies Act 2006) of the Customer's ultimate parent undertaking.

26.5 Nothing in this clause shall be effective to create a charge or security interest. This clause shall be without prejudice and in addition to any, right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

27 FORCE MAJEURE

27.1 Neither party shall be in breach of the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any act of God, fire, flood, power failure, reduction of power supplied, mechanical failure, lack or shortage of materials (not being due to the wilful default of the party) act of Government or State, war, civil commotion, insurrection, embargo, strike, lockout, industrial dispute or action taken by the party or any other person, firm or company in connection therewith, and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under the Contract as a direct result of the effect of one of such reasons such parties shall give written notice to the other of such inability stating the reason in question. The operation of the Contract shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than 90 days, the party not claiming relief under this clause 27.1 shall have the right to terminate the Contract upon giving 30 days written notice of such termination to the other party.

28 CUSTOMER'S DEFAULT

28.1 If the Customer shall be in default under the Contract or any other contract with Clone Media, or any subsidiary thereof or if Clone Media has reason to believe that the Customer will be unable or unwilling discharge its obligations to Clone Media as they arise then Clone Media may: a) Cease work without any liability for any default thereby caused, and b) Give notice thereof to the Customer whereupon the Customer shall pay forthwith for all Printing Services and/or Goods under this or any other contract with the Customer (whether or not payment would otherwise be due) and a proper charge for all Goods used or Printing Services provided and work carried out prior to cessation of work as aforesaid.

29 TERMINATION

29.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

29.2 Without affecting any other right or remedy available to it, Clone Media may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to make any payment owing from it to Clone Media from time to time and howsoever arising in full within three days of the due date of such payment.

30 CONSEQUENCES OF TERMINATION

30.1 On termination of the Contract:

- a) the Customer shall immediately pay to Clone Media all of Clone Media's outstanding unpaid invoices and interest and, in respect of Printing Services and Goods supplied but for which no invoice has been submitted, Clone Media shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the Customer shall return all of the Printed Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then Clone Media may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

30.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

30.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

31 REMEDIES

31.1 Termination of the Contract for whatsoever cause shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing by the other.

32 NOTICES

32.1 Notices shall be deemed to be served when delivered or posted to the last known address of the party to be served.

33 GOVERNING LAW AND JURISDICTION

33.1 This contract shall be governed by and construed in accordance with the laws of England and all disputes arising in connection with the contract shall be submitted to the exclusive jurisdiction of the English courts.

34 HEADINGS

34.1 The headings shall not affect the meaning or interpretation of the Contract.

35 SEVERANCE

35.1 If and insofar as any part or provision of the Contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefore lawful and enforceable provision which so far as possible results in the same economic effects.

36 ENTIRE AGREEMENT

36.1 The making, execution and delivery of the Contract have been induced by no representations, statements, warranties or agreements other than those herein expressed. Unless expressly agreed otherwise in writing between Clone Media and the Customer the Contract constitutes the entire agreement of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The Contract shall not be modified, amended or varied except in writing signed by duly authorised representatives or the parties.

36.2 Nothing in this clause shall limit or exclude any liability for fraud.

37 WAIVER

37.1 No failure or delay on the part of either party hereto to exercise any right or remedy under the Contract shall be construed or operated as a waiver thereof nor shall any party's exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

38 THIRD PARTY RIGHTS

38.1 A person who is not a party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Particulars of Data Processing

Subject matter of the processing	The processing of Agreement Personal Data to enable Clone Media to provide the services under the Contract to the Customer in accordance with these Conditions.
Duration of the processing	As set out in the Contract.
Nature of the processing	The processing of Agreement Personal Data to enable Clone Media to provide the services under the Contract to the Customer in accordance with these Conditions.
Purpose of the processing	The processing of Agreement Personal Data to enable Clone Media to provide the services under the Contract to the Customer in accordance with these Conditions.
Personal Data types	The name, address, telephone number, [email address] employer (where the Data Subjects are Customer employees) and the